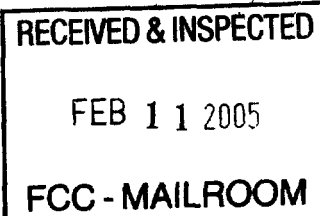


St. Johns County School District
40 Orange Street
St. Augustine, FL. 32084
Phone: 904/819-7701 / 205-323-1993

Email: tlewis@talewis.com



Please deliver the following faxed page(s).

DATE: 2/11/05	TIME: 8:38:51 PM
TO: FCC	FROM: Tim Lewis/St. Johns County School District
COMPANY NAME:	FAX #: 202-418-0187
SUBJECT: Appeal of USAC - CC Docket No. 02-6 Billed Entity Number - 127568 471 Appl # - 409805 Funding Request # 1123825	CC:
NUMBER OF PAGES (INCLUDING COVER PAGE:)	12

COMMENTS

Dear Sirs,

Attached please find the information requesting an Appeal for St. Johns County School District.

If you require more information, please contact me via the following information:

Tim Lewis
St. Johns County School District

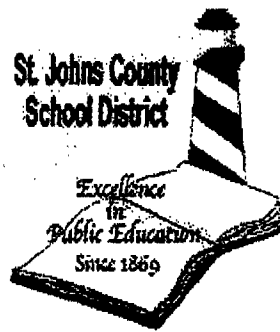
Phone: 205-323-1993
Fax: 205-323-1670
Email: tlewis@talewis.com

Sent By: _____

Completed By: _____ Date/Time: _____

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U. S. Postal Service.

Thank you.

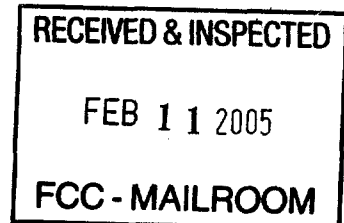


DOCKET FILE COPY ORIGINAL

February 11, 2004

To: Federal Communications Commission (FCC)

Re: CC Docket No. 02-6
Appeal of USAC
Administrator's Decision on Appeal for Funding Year 2004-2005
Request for Review For



St. Johns County School District
40 Orange Street
St. Augustine, FL 32084

Billed Entity Number: 127568
471 Application Number: 409805
Funding Requests Number: 1123825

This is the official appeal by St. Johns County School District (SJCS D) to the denial of funding for the aforementioned billed entity number, 471 application number and the following funding request numbers:

St. Johns County School District has consistently and continually provided information to the SLD on a timely basis. The information provided to the SLD had been requested several times and provided when requested.

SLD/USAC Explanation: FRN 1123825
Decision on Appeal: Denied in full

St. Johns County School District has provided the information and supporting documentation requested by the SLD during the specified time period. It was a common practice for the SLD to request the same information and supporting documentation multiple times, even after it was verified that it had been received by the SLD.

It is the position of St. Johns County School District that the requested information and supporting documentation was provided within the specified time period and therefore the SLD should have used the information to make a positive funding award for the requested eligible services.

We submit for your review copies of the documentation provided to the SLD when the original application was submitted and other information supplied to answer later requests by the SLD. We are confident that your review and analysis of the information will result in a positive award of funding for:

Funding Request Number: 1123825

Applicant Name: St. Johns County School District

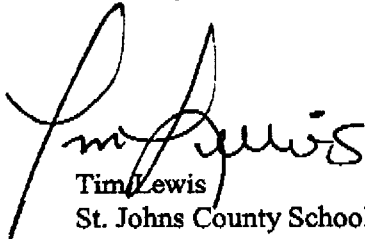
Billed Entity Number: 127568

471 Application Number: 409805

St. Johns County School District remains available to review the specifics of this letter and to provide any documentation needed to the appropriate persons of the FCC.

SJCSD respectfully request funding for funding request numbers 1123825.

Sincerely,



Tim Lewis

St. Johns County School District

Attachment A - Item 21 Grid Sheet

Attachment B - Supporting Documents: Signed Contract

cc: Dr. Joseph G. Joyner, Ed. D.
Mr. Bruce Patrou

Contact Name: Bruce Patrou / Tim Lewis
 Contact Telephone Number: 904-819-7701/205-323-1993

Block 5- Item 21 Attachment
 Application No.

PTS07100
 409805

Page 1 of 1 (Total Grid Pages)

Schools and Libraries Universal Service Program Form 471 Pre-Discount Cost Calculation Optional Grid

Please read instructions before completing

(To be completed by Schools, Libraries, or Consortia)

Block A: General Information

1. Name of Applicant: St Johns County School District	2. Universal Service Control Number (from 470 Application) 989930000434622
3a. SLC Service Provider Number (SPIN) if known, and Full Legal Name of your Service Provider 143020696 Professional Telephone Services, Inc.	3b. Contract or Tariff Number (If Applicable -- from Item 15-16) ConvergedComm01
4. Shared Services: Telecommunications Services <input type="checkbox"/> Internal Connections <input checked="" type="checkbox"/> Internet Access <input type="checkbox"/>	Site Specific Services: Internal Connections <input type="checkbox"/> Dedicated Services <input type="checkbox"/> 5. Average Discount Rate for Entities Receiving Services Listed Below in Block B (Per Column 11 of Items 15 or 16) 90%

Block B: Services Ordered Information

6. Services & Products Ordered Details													
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Account Information	Service Description	Quantity	One-Time Charges	One-Time Taxes and Surcharges	Unit Monthly Charges	Unit Monthly Taxes and Surcharges	Number of Months	Annual Amount of Monthly Charges	% Eligible Services and/or % Eligible Uses	% of Service/ Product Used w/ Eligible Entities	Estimated Eligible Pre-Discount One-Time Charges	Total Annual Amount of Estimated Eligible Pre-Discount Monthly Charges	Estimated Eligible Pre-Discount Total Charges
a.	Crookshank - PBX Maintenance	1	0	0	207	0	12	2,483	100%	100%	0	2,483	2,483
b.	Gaines - PBX Maintenance	1			207			2,483			0	2,483	2,483
c.	Hastings - PBX Maintenance	1			207			2,483			0	2,483	2,483
d.	Webster - PBX Maintenance	1			207			2,483				2,483	2,483
e.													
f.													
g.													
7. Total			0	0	828	0	12	9,932	100%	100%	0	9,932	9,932

Attach this grid to your Form 471 application to support Block 5, Items 15 & 16 Columns 8-10 and Item 17.

PBXMaintGrid Calculations_InternalConnections 2003

FEB-11-2005 20:47

T A LEWIS & ASSOCIATES

205 323 1670 P. 04/12

BLOCK 5 - ITEM 21 ATTACHMENT**PTS01****CONTACT NAME: BRUCE PATROU / TIM LEWIS****CONTACT NUMBER: 904-819-7701 / 205-323-1993****APPLICATION NUMBER: 409805****FRN # 1123825****SPIN # 143020696****PREFESSIONAL TELEPHONE SERVICE, INC.
DBA CONVERGED COMM****ACCOUNT # CONVERGED COMM1****PBX INSTALLATION AND MAINTENANCE****CROOKSHANK - \$206.925 PER MONTH****HASTINGS - \$206.925 PER MONTH****GAINES - \$206.925 PER MONTH****WEBSTER - \$206.925 PER MONTH**

\$827.70**x12**

\$9,932.40

Converged Communications Maintenance Agreement

This Agreement is made the 1st day of November, 2002, between Converged Communications, Inc., located at 6316 Greenland Road, Jacksonville Florida and St. Johns County School District Board, located at 40 Orange Street, St. Augustine, Florida and facilities located throughout St. Johns County ("Customer").

1. **AGREEMENT.** Converged will support the telecommunications equipment (the "Equipment") and sublicense the associated software (together, the "System") at St. Johns County School District as outlined on attachment 1.
2. **ACCEPTANCE.** When the installation has been completed, (as defined by the Customers RFP) Converged will test the system according to the manufacturer's diagnostic and readiness test specifications for a period of fourteen (14) calendar days, it will be deemed accepted by Customer unless Customer has provided Converged with written notice within that time period setting forth deficiencies in operation. If Customer has provided such notice, Converged will correct the listed deficiencies at which time Customer shall promptly certify in writing its full acceptance of the System.
3. **LIMITED WARRANTY.**
 - a. FOR A PERIOD OF TWO YEARS FROM THE ACCEPTANCE DATE (THE "WARRANTY PERIOD") CONVERGED WARRANTS THAT THE SYSTEM WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP AND WILL OPERATE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - b. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THIS AGREEMENT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONVERGED DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD, HOWEVER, CONVERGED WILL ENSURE THAT ALL KNOWN AND FREQUENT PORTALS OF ACCESS TO COMMIT TOLL FRAUD ARE SECURE AND COMPLY WITH MANUFACTURER GUIDELINES FOR FRAUD PREVENTION.
 - c. Customer's SOLE AND EXCLUSIVE REMEDY for breach of warranty is limited to Converged's performance as set forth in Section 4 (a) below and performance of warranty service during the Warranty Period will not extend or restart the Warranty Period. If, however, it is determined that such remedy fails of its essential purpose, then Converged's entire liability for such breach is limited to payment by Converged of Customer's actual damages in an amount not to exceed the Cash Price of the System.
4. **WARRANTY AND MAINTENANCE SERVICES**
 - a. During the Warranty Period, if warranty work is necessary, Converged will, at its option (i) repair the System in places or (ii) accept return of components of the System for repair or replacement. Such repair or replacement, including both parts and labor, will be at Converged's expense. Repair and replacement parts may be new or like new.

Converged Communications Maintenance Agreement

- b. During the Warranty and Maintenance period, Converged will provide service for hardware consisting of furnishing all parts and labor necessary to maintain the system in good operating condition as a result of Customer's normal use. Repair and replacement parts may be new or like new. Maintenance service for software will include provision of all maintenance releases and patches, which are issued at no cost by the manufacturer to correct problems which Customer has encountered in the performance of the software.
 - c. During the Warranty Period and maintenance term, Converged shall be liable for any physical damage it causes to the System. This liability is limited to repair of the System or component thereof, or if the System or component cannot be repaired, replacement with a comparable System or component in accordance with Section 4 (a) above.
 - d. During the Warranty Period and maintenance term, Converged will respond remotely or on-site as may be necessary to requests to perform service for a service affecting outage of the System (Emergency Service) within two (2) hours of receipt of notice from Customer requesting such service without regard to time of day or day of the week. Emergency Service will be provided only for System failure resulting in the failure of twenty percent (20%) OR MORE OF ALL STATIONS AND/OR TRUNKS OR THE FAILURE OF THE ATTENDANT CONSOLE. All other outages are classified as non-emergency. Converged will respond to requests to perform non-emergency service within twenty-four (24) hours of the receipt of the request, except when the request for such service is made on or the day before a holiday, in which case Converged will respond by the next business day. Service calls made beyond Convergeds' normal working hours for non-emergency services will be performed by Converged upon Customer request at Convergeds' then prevailing rate. Converged must notify Customer when there is a change in the standard rates for technical support.
5. **MAINTENANCE TERM; SERVICE FEE.** Converged shall provide maintenance for a term of two years (the "initial Term") on all existing telephones, PBX's and other pre-existing items for St. Johns County School District telephone system not covered by the above warranty (all items not included in upgrades or new installations). The cost of the maintenance is included in attachment 2. At the end of the Initial Term, the Agreement for Maintenance is eligible for renewal however will not be automatically renewed. All renewals must be reviewed sixty (60) days in advance of the anniversary date of the Maintenance Agreement. Either the Customer or Converged can notify the other party in writing at least forty-five (45) days before the end of the renewal term that it declines such renewal for the following year. The annual charge for Maintenance (the "service Fee"), plus applicable taxes, shall be paid monthly upon invoice. **CUSTOMER WILL PROVIDE EVIDENCE OF ITS TAX EXEMPT STATUS IF IT CLAIMS SUCH STATUS.** Service fees received more than thirty (30) days after billing are subject to a late payment charge of one and one half percent (1 1/2%) for each thirty (30) day period that they remain unpaid.

Converged Communications Maintenance Agreement

6. **SERVICE FEE ADJUSTMENTS.** Adds, that adjust the station or port count as well as upgrades and new peripheral devices ("Modifications") will modify the Service Fee. After any applicable warranty expires for such Modifications, Customer may include such Modifications under the Maintenance for an additional charge at Converged's then prevailing rates, except that Converged will include Modifications performed by a party other than Converged only if Customer's modified System is certified at Customer's expense to be in accordance with manufacturer's standards for service and maintenance. Any Modifications performed by Converged require a separate Agreement such as a Converged Customer Service Order. Customer hereby acknowledges that Modifications, including software upgrades, performed or supplied by unauthorized distributors may result in a denial of software support services from the manufacturer of the System.
7. **WARRANTY AND MAINTENANCE EXCLUSIONS.** The warranty and maintenance service provided under this Agreement excludes repairs or replacements caused by; (i) damage to the System due to fire, explosion, power irregularities, power surges, Acts of God (including, without limitation, earthquakes, rains, floods or lightning), (ii) Customer's failure to follow applicable operation, maintenance, or environmental requirements described in any of the manufacturer's manuals, Converged's manuals, and other materials provided to Customer, including without limitation manufacturer's product bulletins; (iii) Customer's additions, alternations, modifications, enhancements or repairs to or disassembly of the System (itself or using an unauthorized third party) without Converged's written consent, such written consent shall not be reasonably withheld; (iv) mishandling, abuse, misuses or damage to the System by Customer or a third party; (v) relocation of the System without Converged's written consent, (other than from the local exchange company, interexchange carrier, the power company or other transmission providers; or (vii) failures or damage arising from date dependent operations, calendar - related data from other systems. Converged may, at its option, terminate its maintenance obligations or perform repairs necessitated by any excluded cause at Customer's request at Converged's then prevailing rate.
8. **INDEMNIFICATION.**
 - a. To the extent permitted under Florida law, each party shall indemnify the other only with respect to any third party claim alleging bodily injury, including death, or damage to tangible property to the extent such injury or damage is caused by the negligence of the indemnifying party, provided that such claim is reported promptly in writing to the indemnifying party. In no event shall this provision be interpreted or construed so as to extend Customer's liability beyond the limits established in Section 768.28, Florida Statutes.
 - b. Solely as to Systems purchased from and installed by Converged, Converged shall defend and indemnify Customer against any claims or suites brought against Customer based upon a claim of infringement of any United States patent arising out of the system. A condition precedent to Converged's obligation stated above shall be that Customer shall have

Converged Communications Maintenance Agreement

fully complied with the requirements of this Agreement with respect to retention of, assignment of, and/or sublicense of the right to use the software. Converged shall pay all costs and damages in any such suit, at all levels of the proceedings, provided Converged is notified promptly in writing of the suit. Customer gives Converged or the equipment supplier the right to defend and settle any suit and Customer, at Converges' request, is available to cooperate and assist in the defense. This indemnity does not extend to (i) any suit or proceeding which is based upon a patent claim covering any combination of equipment and/or software in which the System is solely an element and such element does not form a basis for the claim, or (ii) any item furnished by Customer, including, but not limited to, Systems or any portions thereof installed by a vendor other than Converged. Should the System become subject to a claim of infringement of a United States patent, Converged may, at its expense and option; (i) procure for Customer the right to continue uninterrupted, Customer's use of the affected equipment, software, or services; or (ii) replace or modify the same so that it becomes non-infringing; or (iii) refund to Customer the depreciated value of the affected items as carried on the books of Customer for tax purposes, on the date of any injunction, if applicable, in which case Customer shall return the affected items to Converged. In no event shall Converged's liability hereunder exceed the Cash Price of the System. This indemnity shall not apply to any claims arising out of use of affected items manufactured at Customer's request to Customer's production specifications or out of use of the affected items in a manner or for a purpose not contemplated by this Agreement. Customer's exclusive remedy against Converged with regard to such a patent infringement claim shall be as set forth above.

9. **DEFAULT.** If any material breach of this Agreement, or any other Agreement between the parties, continues uncorrected for more than twenty (20) days after written notice from the aggrieved party describing the breach, the aggrieved party shall be entitled to declare a default under this Agreement and pursue any and all remedies available at law or equity except as specifically limited elsewhere in this Agreement. In addition, if Customer is the aggrieved party, Customer may suspend its payment obligation relating to the breach until Converged's breach is corrected, and if Converged is the aggrieved party, Converged may suspend performance of its obligations until Customer's breach is corrected.
10. **FORCE MAJEURE.** Converged's performance shall be adjusted or suspended by Converged to the extent performance is beyond Converges' reasonable control for reasons including, without limitation, the following: strikes, work stoppages, fire, water, governmental action, acts of God (including, without limitation, earthquakes, rains, floods, or lightning), or public enemy, delays of suppliers subcontractors, power company, local exchange company or other carrier.
11. **MISCELLANEOUS.** (a) This Agreement is deemed made and GOVERNED BY THE LAWS OF THE STATE OF FLORIDA except for its rules regarding the conflict of laws. (b) In the event of any conflict between the terms and conditions of this Agreement, and any other attachments including the Customer's RFP, or

Converged Communications Maintenance Agreement

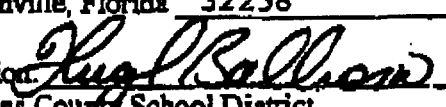
similar document, the conditions of the Customer's RFP previously agreed to by Converged will control over any other attachment. (c) This Agreement allocates the risks of the System's operation between Converged and the Customer, an allocation that is recognized by both parties and is reflected in the Cash Price and Service Fees set forth. Both parties acknowledge that they have read this Agreement, have received and reviewed any and all documents in it, understand it, and are bound by its terms. (d) Customer agrees that neither it nor any of its affiliates will solicit any of the Converged employees providing services pursuant to this Agreement with offers of employment during the term of this Agreement.

12. **EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS.** The failure of either party to insist on strict performance of any covenant or condition of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Agreement may not be modified or terminated orally.
13. **ASSIGNMENT.** This Agreement may not be assigned by either party without the other party's express prior written consent.
14. **NOTICE.** Any notice necessary under this Agreement shall be in writing and sent by U.S. or express mail or hand delivered to the parties at the following addresses and shall be deemed given upon receipt:

To Converged Communications:

Attention: 
Converged Communications, Inc.
6316 Greenland Road
Jacksonville, Florida 32258

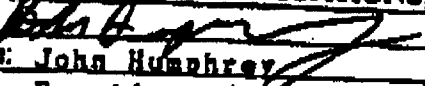

To Customer:

Attention: 
St. Johns County School District
40 Orange Street
St. Augustine, Florida 32084

Any reference herein to periods of less than six (6) days shall in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m., of the next full business day.

15. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the successors or assigns of the respective parties.
16. **VENUE.** The parties agree that any suit, action or other legal proceeding arising out of this Agreement shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that any such suit, action or proceeding be brought in any other jurisdiction or venue.

Converged Communications Maintenance Agreement

CONVERGED COMMUNICATIONS, INC.		CUSTOMER: 50 Johns County School District	
By:		By:	
Name:	John Humphrey	Name:	HESH BALBONI
Title:	President / Owner	Title:	SUPERINTENDENT OF SCHOOLS

Attachment 1

For clarification, the following facilities new voice systems, equipment and software, are covered by a 2 Year warranty on all parts and labor. The 12 facilities with new PBX's (including EPN's) are:

St. Augustine
Landrum
Murry
Otis Mason
Gaines
Hastings
Hamblin
Switzerland Point
Rawlings (EPN)
Ketterlinus (EPN)
Purchasing (EPN)
Transportation (EPN)

The following facilities received upgrades to their existing voice system. The warranty contract provides 2 Year parts and labor coverage for the new cards, software and other parts added during the upgrade. The 18 units upgraded were:

BOE (includes 2 Voice Mail Units)
Ponte Vedra/ Palm Valley
Crookshank
Cunningham
Webster
Nease
Ocean Palms
Sebastian
Bartram
Fruit Cove
Fullerwood
Hartley
Julington Creek
Mill Creek
Osceola
Pedro Menendez
R.B. Hunt
Gamble Rogers

The maintenance contract covers existing telephones, PBX's and other pre-existing items. (all items not included in upgrades or new installations). The maintenance cost is \$67,044.00 per year for two years. The monthly payment is \$5,587.00.